DOCUMENT RESUME

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ABSTRACT

This document is comprised of articles of agreement and addenda by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as co-employers and the College Non-Teaching Professional Organization, NEA/NY ("association"). The articles address topics such as determination of employment titles, civil service status, recognition/unit definition, association rights, appointments of bargaining unit members, professional obligation of unit members, work year-work week, retrenchment/resignation/retirement, promotions and transfers, holidays, leaves of absence, insurance, and grievance procedure. Titles assigned within the non-teaching professional employment category will be recommended by the President of the College and approved by the College's Board of Trustees and the Chancellor of the State University of New York. The College recognizes the association as the exclusive representative of employees in the bargaining unit for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment and in the resolution of grievances and for all lawful purposes under the laws of the State of New York. The retrenchment/layoff and/or recall of bargaining members are in the sole discretion of the College and are subject to review under the grievance procedure hereof only as to questions of seniority within function areas and timeliness of notice. (JA)

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AGREEMENT

DATED:
EFFECTIVE: SEPTEMBER 1, 1997
TERM: SEPTEMBER 1, 1997 THROUGH AUGUST 31, 2000

by and between
the

County of Rensselaer
(herein referred to as the "County")

and

THE BOARD OF TRUSTEES
of
HUDSON VALLEY COMMUNITY COLLEGE
(herein referred to as the "College")

as CO-EMPLOYERS

and the
HUDSON VALLEY COMMUNITY COLLEGE
NON-TEACHING PROFESSIONAL ORGANIZATION, NEA/NY
(hereinafter referred to as the "Association")

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ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the College hereby retain and reserve unto themselves all rights, power, authority , duties, and responsibilities conferred and invested in them by law and, the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies.

ARTICLE III
PAST PRACTICES

This Agreement supersedes all prior agreements and past practices relative to matters herein contained. Practices, if any , not herein contained relating to mandatory negotiable conditions of employment shall continue.

ARTICLE IV
SAVINGS CLAUSE

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of tribunal of competent jurisdiction, then such article, section or portion specified in such decision or having such effect shall be of no force and effect; the remainder of the Agreement, however, shall continue in full force and effect. Upon issuance of such a decision, either party shall, within thirty (30) days thereof, have the right to reopen the negotiations with respect to a substitute for the article, section or portion of the Agreement found to be invalid.

It is the policy of Hudson Valley Community College that persons employed by the College shall be treated equally regardless of race, color, age, religion, sex, sexual orientation, political affiliation, handicapping conditions or national origin. This policy relates to all personnel actions subsequent to employment including, but not limited to promotions, demotions, transfers, layoffs, terminations, training and/or compensation.

ARTICLE V
NON-DISCRIMINATORY APPLICATION

The provisions of this agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or handicapping conditions.

ARTICLE VI
EMPLOYMENT TITLES

A. Determination of Titles.
Titles assigned within the non-teaching professional employment category will be recommended by the President of the College and approved by the College's Board of Trustees and the Chancellor of the State University of New York.

B. New Titles.
In the event new non-teaching professional titles(s) are established by the College subsequent to ratification of the Agreement, the College shall negotiate with the Association in an effort to determine whether or not such title(s) are included in or excluded from the bargaining unit. Absent agreement, either party may petition PERB for determination.

ARTICLE VII
CIVIL SERVICE STATUS

All professional employees are considered Unclassified Civil Service and, therefore, are not subject to rules and regulations of the Rensselaer County Civil Service commission. However, the qualifications for, and the nature and scope of the duties and responsibilities, as stipulated by the College's Board of Trustees are filed with the Rensselaer County Civil Service Commission to comply with Section 35 (i) of the Civil Service Law, and the State University of New York and can be obtained upon written request of the College's Records Access Officer (Vice President for Administration)

ARTICLE VIII
RECOGNITION, UNIT DEFINITION

A. Exclusive Representation

The College recognizes the Association as the exclusive representative of employees in the bargaining unit for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment and in the resolution of grievances and for all lawful purposes under the laws of the State of New YOrk. Such recognition shall remain in effect for the maximum period permitted by law.

Admissions Counselor
Admissions Counselor, Senior
Admissions/Financial Aid Counselor
Assistant Coordinator of Cultural Activities
Assistant Coordinator, Opportunity Programs
Assistant Director, Business Services
Assistant Director, Continuing Education
Assistant Director, Community Relations/Sports Information
Assistant Director, Physical Plant
Assistant Financial Aid Officer
Assistant for Financial Analysis
Assistant Registrar for Records and Certification
Assistant Scheduling Officer, Continuing Education
Assistant to the Coordinator of Disabled Student Services
Assistant to Director of Alumni Affairs

Assistant to General Manager, Edward F.McDonough HPER Complex
Associate Director, Learning Resource Center
Associate Director of Computer Services
Associate Director of Continuing Education and Scheduling
Associate Director of Microcomputer Services
Associate Director, Physician's Assistant Program
Associate Director, Student Development
Associate Financial Aid Officer
Associate Registrar
College Nurse
Computer Programmer Analyst
Coordinator, Career Access Programs
Coordinator, Computer Operations
Coordinator, Instructional Technology Transfer Center
Coordinator of Computer Services and Operations
Coordinator of Media Services
Coordinator of Technical/Professional Training
Coordinator of Graphics Design/Art Services
Coordinator, Opportunity Programs
Coordinator, Services for Disabled Students
Coordinator, Student Activities
Coordinator, Technical Services
Counselor
Counselor, Senior
Counselor, Veterans' Affairs
Data Base Analyst
Data Communications Technician
Director of Career Planning and Placement
Director of Cooperative Education
Director of Development/Fund Raiser
Employment Readiness Specialist
Financial Aid Officer
Information and Technology Networking Coordinator
Manufacturing Engineer
Media Specialist
Microcomputer Specialist
Operations Assistant of Physical Plant
Recruiter, Field Representative
Referral Intervention Specialist
Scheduling Officer
Senior Computer Programmer Analyst
Senior Media Specialist
Supervisor of Microcomputer Services
Systems Administrator, Computer User Support Services
Systems Engineer
Technical Assistant, Automotive and Placement
Technical Assistant, Career Planning
Technical Assistant, Computer Services
Technical Assistant, Computer User Support Services
Technical Assistant, Dental Hygiene
Technical Assistant, Disabled Student Services
Technical Assistant, Educational Support Services
Technical Assistant, Electronic Communications
Technical Assistant, Instructional Development

Technical Assistant, Financial Aid
Technical Assistant, Microcomputer Services
Technical Assistant, Physics
Technical Assistant, Scheduling

Excluded from the bargaining unit are those non-teaching professional titles referred to in PERB Case No. U-7817 and all other employees of the College. The exclusive recognition stipulated above does not apply to positions supported by grant and/or contract funds.

ARTICLE IX
ASSOCIATION RIGHTS

A. Subject to his/her responsibilities and obligations to the College, duly authorized representatives of the Association shall be permitted to transact official Association business on College property at reasonable times, provided there is no interference with instruction, administrative functions or College operations.

B. The Association President may, with the prior approval of his/her immediate supervisor, take a reasonable amount of time (as determined by the Vice President for Administration) during the work day for Association business provided the same does not interfere with his/her or the professional responsibilities of others.

C. The Association shall have the right to use College facilities for meetings with the prior approval of the appropriate College Administrator.

D. The Association shall have the right to pose notices of its activities and matters of Association concern on Association bulletin boards. The College will provide bulletin boards. The Association ma/ use the intra-campus College mail service to distribute its communications.

E. Authorized spokesmen for the Employer and the Association shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed ti the presidents of the Association and the College or College President's designee and thereafter shall be binding on the parties.

F. The Association shall be granted up Co three (3) membership meetings per fiscal year each commencing at four o'clock P.M. (4:00).

G. Dues Deductions

1. Pursuant to plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the employer er shall, on a bi-weekly basis (26 or 27 depending upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the NTP unit as defined in Article VIII-B included herein, the regular NTP membership dues and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing and the College shall promptly notify the Treasurer of the Association of the receipt of such revocation notices.

2. At such time as the Association obtains, and for such time as the Association maintains, membership equal to seventy percent (70%) of the bargaining unit employees, the Association shall be accorded the benefit of the "Agency Shop" legislation enacted ti the 1976-77 Legislature of the State of New York as may heretofore have been and as may hereafter be amended. Percentage determination shall be made annually on the second Friday of October.

3. Should the Association comply with the provisions of paragraph 2 hereof, the College agrees to deduct from the salaries of the employees in the bargaining unit who are not members of the Association a fee equal to the Association dues, and to remit the same promptly to such Association. Said fee shall be in accordance with the laws of the State of New York.

4. The Association shall indemnify and hold harmless the College and its official and employees from any cause of action, claim, loss or damages incurred as a result of the College's deduction from employees pursuant to this Article.

ARTICLE X
APPOINTMENTS

Acting Appointment. The College may appoint a bargaining unit member to assume the responsibilities of a superior non-bargaining unit position in an acting capacity for a period not to exceed one (1) year when this position is temporarily vacant. The intent is to provide a continuity of function that would normally be interrupted due to the vacancy . Service in such position is voluntary on the part of the bargaining unit member. A bargaining unit member promoted to an acting appointment will hold all rights of appointment and will be compensated at a rate mutually agreeable to the bargaining unit member and the College. At any time up Co but not to exceed one (1) year the bargaining unit member *may* return or be returned to the original title br the administration. In any event, the bargaining unit member shall have the right to return to his/her original title when the vacancy is filled.

Temporary Appointments. Temporary appointments are made for a fixed term not to exceed one (1) year when a position or need for services is not expected to be permanent. Temporary appointments automatically expire upon the final date of the appointment term and there should be no expectation of continued employment beyond the final date of the appointment term.

Temporary employees are eligible, on a pro rata basis, for vacation, sick, and personal leaves and for holidays that fall on a regularly scheduled work day. If the temporary appointment is for more than six (6) months and the employee is anticipated to earn in excess of Four Thousand Dollars ($4,000.), a . temporary employee ia eligible for hospitalization and dental insurance. Temporary employees are not eligible for long-term disability insurance.

In the event of multiple temporary appointments in the same administrative position totaling more than one (1) year and the subsequent probationary appointment of the same employee in the same position, such temporary service shall constitute one (1) year of probationary service.

Probationary Appointment. The probationary period for employees employed in a probationary status as of and after September 1, 1985 shall be three (3) years continuous service in an administrative position. Time on leave shall not count toward the fulfillment of the probationary period.

A probationary employee may be terminated on thirty (30) working days notice, or pay in lieu thereof, in the first probationary year; sixty (60) working days notice, or pay in lieu thereof, in the second probationary year; and one hundred twenty (120) working days notice, or pay in lieu thereof, in the third probationary year.

Termination of a probationary employee shall be neither grievable nor arbitrable hereunder.

Continuing Appointment. Upon successful completion of the probationary period bargaining unit members shall be granted continuing appointment.

ARTICLE XI
PROFESSIONAL OBLIGATION

The primary duty of bargaining unit members is to discharge the duties and responsibilities set forth in their official job description in an effective manner and in the way that is conducive to carrying out the overall mission of the College.

ARTICLE XII
JOB DESCRIPTIONS

A. New position job descriptions for bargaining unit members shall be as recommended by the President and approved by the Board of Trustees.

B. Job descriptions are to be reviewed annually with each employee's immediate supervisor, in conjunction with the annual evaluation process and any proposed changes should be described on the evaluation report for consideration by the President.

C. To be implemented, proposed changes in a bargaining unit member's job description shall initially require consultation with the bargaining unit member and the written approval of the bargaining unit member's immediate supervisor, other related supervisors, the vice president having responsibility for the administrative unit to which the bargaining unit member's position is assigned and the President.

D. In the event that an employee and his/her supervisor are in disagreement as to the proposed changes in the job description, the employee may appeal the same up to the vice president having responsibility for his/her administrative unit, or, in the case of administrators reporting to a vice president, such appeal may be made to the President of the College. Employees who supervisors report directly to the President may appeal directly to the President. The decision of the Vice President/President shall be final and binding.

E. Each non-teaching professional employee will annually receive a copy of his/her official job description through the evaluation process.

ARTICLE XIII
EVALUATION

A. Bargaining unit members shall be evaluated on a fiscal year basis (September 1 - August 31) by November 1 on evaluation forms distributed to unit members by the preceding September 15.

B. The evaluation report will firstly be discussed (in confidence, by the employee and his/her immediate supervisor, with the employee being able to make written comments as he/she deems appropriate. In the event that an employee feels that his/her supervisor's evaluation does not truly reflect his/her performance, the employee may appeal his/her evaluation up to the vice president having responsibility for his/her administrative unit, or in the case of administrators reporting to a vice president, such appeal may be made to the President of the College. Employees whose supervisors report directly to the President may appeal directly to the President. In any event, those statements giving rise to the difference of opinion must be substantiated or deleted from the evaluation report. The determination of the vice president/President will be binding on all parties.

C. In addition to the formal evaluation procedures described above, any one generating or receiving reports, letters, memoranda or written material which relates favorably or unfavorably to the capabilities, talent, character, reputation, qualifications or abilities of any person or persons employed by or associated in any capacity with Hudson Valley Community College shall forward a copy of same to the Vice President for Administrative Services, who has been designated as Records Access Officer under the Freedom of Information Law. The Vice President for Administrative Services will review the material in question and inform the concerned employee whether or not it has been placed in his/her personnel records and that he/she is free to examine the same. In the event that an employee does not agree with the determination made by the Vice President for Administrative Services as to whether or not a document is to be placed in his/her personnel records, he/she may submit a written appeal of that decision Co the President of the College, who will make a determination binding on all parties.

D. No information concerning any bargaining unit members shall be made public prior to that person having an opportunity to examine the same.

E. The above shall not, however, apply to confidential references furnished by request, where representations have been made to the supplier that any information supplied will remain confidential.

F. Prior to the implementation of any change in the existing (1984) evaluation form, such change(s) will be discussed with the Association.

ARTICLE XIV
WORK YEAR-WORK WEEK

A. Ten Month Employees.

Bargaining unit members having a 10-month work year obligation shall be employed on a fiscal year basis (September 1-August 31). Their work year shall be equal to the number of work days exclusive of forty-five (45) non-accruable vacation days and the number of holidays as set forth in this agreement.

B. All Other Employees.

All other bargaining unit members are appointed on a fiscal year basis (September 1-August 31). Their work year shall be equal to the number of work days exclusive of accrued vacation time and the number of holidays as set forth in this agreement.

C. Work Week.

1. The normal work day for bargaining unit members is seven and one-half (7 1/2) hours in length exclusive of a one (1) hour lunch period. Such hours shall normally be discharged between 8:00 a.m. and 5:00 p.m., Monday through Friday, with the precise hours of work to be established by the bargaining unit member's supervisor, with the approval of the Vice President having responsibility for the administrative unit to which the bargaining unit member's position is assigned. Preference in scheduling shall be afforded senior unit members.

2. Effective during the ten-week period or portion thereof commencing on the Monday next following Memorial Day in the 1996/97 year, employees may at the discretion of their immediate supervisor and approved by the responsible Vice President, be authorized to take a one-half (1/2) hour lunch with a related reduction of one-half (1/2) hour in scheduled work day hours, e.g. 8:30 a.m. - 5:00. p.m. schedule would be changed to 8:30 a.m. - 4:30 p.m. Approval of such schedule changes shall not result in a work day that falls below seven and one-half (7 1/2) hours in length exclusive of a one-half (1/2) hour lunch period.

3. If necessary, an employee may be assigned outside the timeframe set forth in paragraph 1 above so as to provide equal services to students taking courses in the evening hours.

4. Where a position is not directly related to student class schedules, or where the normal working day does not have a bearing on the responsibilities of the position, an employee holding that position may request to work a flexible schedule which more closely accommodates the time demands of the position. In no event, however, shall a flexible schedule be requested in order to obtain other employment or produce a work week of under thirty-seven and one-half (37 1/2) hours or cause the employee to be on campus fewer than four (4) of the normal five (5) working days each week. Applications for a flexible work schedule must be submitted to the employee's immediate supervisor; be approved by the Vice President having responsibility for the employee's administrative unit.

Where such approved flexible schedules require a unit member to work beyond a thirty-seven and one-half (37.5) hour work week, the unit member will be granted a flexible time accrual that equals the time worked beyond their thirty-seven and one-half (37.5) hour work week. Accrued flexible time shall not exceed twenty-two and one-half (22.5) hours at any time and any accrued time remaining at the point of terminating employment with the College shall, to the limit of twenty-two and one-half (22.5) hours, be assigned to sick leave accumulation.

D. Special Assignments

Special assignments are defined as assignment to specific functions which are to be performed outside the assigned employee's regular working hours, scheduled in advance by the employee's immediate supervisor, with the prior approval of the appropriate Vice President. Unless the College and Association should otherwise agree, such assignments are limited to registration, time-shortened admission events, open house, weekend and holidays, and College nights. If so assigned, effective 1 September 1990 an employee shall be compensated at the rate of Seventeen Dollars ($17.); effective 1 September 1993 an employee shall be compensated at the rate of Eighteen Dollars ($18.); effective 1 September 1996 an employee shall be compensated at the rate of Nineteen Dollars ($19.); and effective 1 September 1998 an employee shall be compensated at the rate of Twenty Dollars ($20) per hour for each hour of such assignments.

ARTICLE XV
JUST CAUSE

A. Employees on continuing appointment shall not be dismissed except for retrenchment or just cause.

B. In the event of a disciplinary action or the termination for cause of an employee on continuing appointment, the procedure, if requested by the employee, shall be initiated at Stage Two (Presidential level) of the grievance procedure by grievance filed in the office of the Vice President for Administration within fifteen (15) days of the event, or notice thereof.

ARTICLE XVI
RETRENCHMENT/RESIGNATION/RETIREMENT

A. The retrenchment/layoff and/or recall of bargaining unit members are in the sole discretion of the College and are subject to review under the grievance procedure hereof only as to questions of seniority within function areas and timeliness of notice.

B. In the event of the reduction of the full-time staff, the College will give those employees on continuing appointment who are to be affected one hundred (100) working days notice or pay in lieu thereof prior to the effective day of layoff. Layoffs shall be made within the function area in inverse order of original appointment (first date of employment) to the College.

1. Function areas and matters related thereto shall be as set forth in Addendum C annexed.

2. Part-time employees shall be laid off before probationary employees, and probationary employees before employees on continuing appointment. Upon layoff, the employee shall be paid for all vacation accrued at the time of layoff.

3. If two (2) persons have the same date of original appointment, date of signed, returned salary agreement shall be determinative of their respective seniority.

4. In the event that a bargaining unit vacancy exists in other administrative areas at the time of layoff, affected employees on continuing appointment, qualified in such other administrative areas, shall be given priority consideration for employment in such areas. Qualified shall mean the possession of the minimum educational and experience requirements of a position as determined by the College's notice of vacant position.

C. Laid-off employees on continuing appointment shall, for a period of two (2) years have a right to be reinstated/recalled in inverse order of his/her layoff to a unit; vacancy within a function area for which he/she is qualified. During this period the former position of a laid-off employee will not be filled by a less junior replacement unless the employee has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent positions vacancies shall be hr written notice. Such notice will be by Registered or Certified Mail (return receipt), addressed to the last address filed in the Personnel Office of the employee. If an employee fails to notify the Personnel Office, in writing, within three (3) weeks of mailing thereof indicating acceptance thereof, the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time

limits.

D. If an employee is reinstated/recalled to the same position from which he/she was retrenched, he/she shall retain seniority and benefit credits as of date of lay-off and be employed at a salary he/she would have received had the lay-off not occurred.

If an employee is reinstated/recalled to a position for which he/she is qualified but not the position retrenched, such employee shall retain seniority and benefit credits as of the date of lay-off but shall be employed at the salary level established for the position and shall serve a one (1) year probationary period. Such employee shall remain on the recall list for the balance of remaining recall eligibility for the sole purpose of being recalled to the position from which he/she was originally retrenched.

E. In the event the College has made a decision to retrench the employees, such decision shall be promptly communicated to the Association, and the Association upon request shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the impact of redistributed functions, if any , upon remaining unit members within a function area(s) that has (have) been retrenched.

F. If retrenchment/layoff is declared, those employees affected will be provided an opportunity to use College personnel and institutional facilities to aid in a job search.

RESIGNATION

A. A bargaining unit member desiring to terminate his/her employ ment with the College may do so upon submission of written notice To The President of the College, with a copy to his/her immediate supervisor, at least twenty (20) working day s prior to the effective date of said termination of services.

B. The following describes terminal benefits for non-teaching professional employees who voluntarily terminate their services with the College:

1. Health Insurance Program. The employee and his/her family will. be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded.

2. Retirement System. Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination. Employees in TIAA-CREF may withdraw only personal contributions made to that system.

3. Vacation Accruals. The College will pay the employee at his/her regular salary rate for all accrued vacation at the time of termination.

4. Sick Leave. Employees who resign who are not eligible for retirement who have between twenty (20) and twenty-five (25) years of consecutive full-time service with the College, upon resignation, will be compensated at their daily rate of pay for forty percent (40%) of all accrued sick leave at the time of resignation. Employees who resign with twenty-five (25) or more years of consecutive full-time service with the College will be compensated at their daily rate of pay for fifty percent (50%) of all accrued sick leave on the effective date of their

resignation.

RETIREMENT

Employees planning to retire should provide the College with as much advance notice as possible. Thirty (30) working days advance notice is required to qualify hereunder.

The following describes the terminal and other benefits available to bargaining unit members leaving the employ of the College by reason of retirement.

1. Health Insurance Program. On an individual basis upon retirement the dollar amount of an employee's accumulated sick leave will be credited to an account for the retiring employee for the purpose of payment of insurance premiums during the retirement of said employee. Upon liquidation of the funds in such an account, the premium for insurance will be paid by the retiree should the retiree elect to continue such insurance. To be eligible for this benefit, retirees must be eligible to receive retirement benefits in the appropriate system and have completed a minimum of five (5) years of employment with the College.

2. If eligible, an employee may elect the benefit described in the previous paragraph of this section or upon written irrevocable notice, of retirement submitted to the President of the College no less than eighteen (18) months in advance of his/her retirement, may elect Co receive a lump sum payment for his/her sick leave accruals in accordance with the following table.

Age at Retirement	Percent of Accruals for which Lump Sum Payment will be Made	
	12 mo. work year	10 mo. work year
55-57 years inclusive	75%	60%
58-60 years inclusive	60%	50%
over 60 years of age	45%	40%

3. Retirement System. The College will continue to make contributions to the retirement system through the effective date of an employee's retirement.

4. Vacation Accruals. To a maximum of forty (40) days the College will pay retirees at their regular salary rate at the time of retirement for all accrued vacation at the time of retirement.

An exception to the foregoing are those individuals covered by "Vacation Leave," Article XIX (B) (3) who, at the time of retirement, may have accrued vacation leave in excess of forty (40) days up to the amount they had accrued as of 31 August 1986, for which they shall be paid.

ARTICLE XVII
PROMOTIONS AND TRANSFERS

A. Promotions and transfers within the function areas are possible and, where practical, encouraged. Notices of all available positions (faculty, non-teaching professional and other opportunities having an earning potential) will be advertised in "Currents" published weekly

by the Office of Information Services, and posted on bulletin boards. Detailed information about any position so advertised can be obtained from the Office of Human Resources. Promotions are made by the President of the College upon recommendation of the appropriate administrative supervisor and approved by the Board of Trustees.

B. A copy of each notice of vacancy in bargaining unit positions shall be forwarded to the President of the Association prior to posting by the College. Qualified bargaining unit members shall be giver. consideration equal Co all others.

ARTICLE XVIII
HOLIDAYS

Holidays

Scheduled Holidays. For the term of this agreement, bargaining unit members will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Labor Day
Columbus Day
Thanksgiving Day
Friday following Thanksgiving
The day prior to Christmas
Christmas Day
The day prior to New Year's Day
New Year's Day
Washington's Birthday
Good Friday
The Monday following Easter Sunday
Memorial Day
Independence Day

If a listed holiday falls on a Saturday or on a Sunday , the previous Friday or the following Monday, respectively, shall be observed as the holiday; provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such a day will be credited as an additional vacation day to the employee who is required to work on such a day.

The College may designate an alternate holiday to Columbus Day and/or Washington's Birthday upon notice to employees on or before September 1st of the College year in which the holidays fall.

ARTICLE XIX
LEAVES OF ABSENCE

Maternity Leave.

A. A leave of absence due to a disability arising out of pregnancy (defined as the period of temporary disability caused by or contributed to childbirth or the recovery therefrom) may be charged to sick leave. The benefits available and validation of need will be consistent with the provisions of this agreement.

B. Unpaid leaves of absence relating to child care or the period immediately preceding the disability arising out of a pregnancy shall be available consistent with the unpaid leave provisions hereof. Such leave shall be for a period of up to one year commencing with childbirth or the onset of the disability .

Workers' Compensation Leave. When an employ ee is absent from his/her duties as a result of on-the-job injury covered by Workers' Compensation, he/she will be paid at the level of his/her salary which would otherwise have been due but for said injury (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of six (6) months from date of injury , and no part of such actions will be charged to leave to which he/she nay be otherwise entitled.

Military Leave.

A. In accordance with all applicable sections of Military Law, the College will grant military leave with full pay to bargaining unit members who, as members of a military reserve unit, perform an ordered military tour of duty to a maximum of thirty (30) days in any fiscal year.

B. Notice of military obligation will be reported to the bargaining unit member's immediate supervisor as soon as orders are received for military duty. Verification of military orders may be required by the College.

Jury Duty.

Bargaining unit members scheduled for jury duty shall be released from employment responsibilities for such duties which conflict with their professional responsibilities without loss of salary. All jury duty payments, exclusive of food and travel allowances, shall be remitted to the College with documentation of such payments from the appropriate court official.

Vacation Leave.
A. Employees in positions having less than a twelve (12) month work obligation are not eligible for vacation leave as hereinafter set forth.

B. Employees in positions with a twelve (12). month work obligation having either probationary or continuing appointments shall be eligible for vacation leave and shall accrue such leave as follows:

	Accrual Rate Total Per Pay Period	**Annual Accrual**
1 through 5 inclusive	6.06 hours	157.50 hours (21 days)
6 through 10 inclusive	7.21 hours	187.50 hours (25 days)
More than 10	8.65	225.00 hours (30 days)

1. Vacation leave is accrued on a pay period basis and may not be taken in advance of accruals. Bargaining unit members eligible for vacation leave may accrue such leave to a

maximum of forty (40) days with accrual computation to be made annually, effective on the last working day in the month of August.

Under unusual circumstances a bargaining unit member may carry over up to ten (10) days from the previous year that would result in a temporary new maximum accrual beyond the normal forty (AO) days maximum. Such carry over vacation days must be utilized in the carry over year together with the new accruals since the maximum accrual will automatically revert to forty (40) days as of August 31 of the carry over year.

Requests for vacation carry over shall be made by the bargaining unit member to the immediate supervisor indicating the circumstances requiring carry over consideration. Requests shall be subject to the immediate supervisor's recommendation to the responsible Vice President whose decision shall be final and binding. Carry over shall not be granted for consecutive years.

To qualify for carry over, employees shall take no less than three (3) weeks vacation per fiscal year.

2. Employees having vacation accruals, inclusive of "vacation bank days," in excess of forty (40) days based on service with the College as of August 31, 1986 may maintain but may not thereafter increase such accruals. In no event shall the College pay bargaining unit members for unused vacation leave accruals, except as provided in Article XVI, "Resignation," paragraph B. (3) and "Retirement," No. 4.

3. Use of vacation leave shall be subject to the prior written approval of the bargaining unit member's immediate supervisor.

4. Vacation leave may not be taken in less than one (1) hour units except when a vacation leave request is for three and one-half (3 1/2) hours.

5. Upon written request submitted one (1) pay period in advance, bargaining unit employees may obtain, in advance, salary to be paid during such vacation period.

6. Vacation accruals during the 1992/93 year and each year thereafter in excess of the forty (40) days maximum on the date of accrual computation (September 1) may, at the option of the employee, (inclusive of employees identified in No. 2 above) who has taken no less than three (3) weeks vacation, place up to five (5) days vacation in a vacation bank. Such individually credited vacation banks shall not exceed a maximum credit of fifty (50) days and payment to the employee will be made when the employee either resigns, retires or otherwise terminates from his/her position with the College. Payment shall be at the employee's daily rate of pay as of their last day of employment as a non-teaching professional employee.

Additionally, bargaining unit members may opt to withdraw up to a maximum of four (4) vacation bank days per year in cash from their individually established bank balances at their current rate of pay subject to any and all required payroll deductions. Such withdrawal requests must be made on a form supplied by the Office of Human Resources and payment shall be made no later than one month following the date of request for withdrawal. This withdrawal option will be available to employees identified in No. 2 above, effective September 1, 1992.

Sick Leave.

A. Each employee on a twelve-month (12-month) appointment shall be credited with twelve (12) days of sick leave at the beginning of each fiscal year, i.e., September 1, pro-rated as to employees who begin employment after September 1. Those employees having work years of nine (9) or ten (10) months duration will be credited with the appropriate pro rata share of the twelve (12) day annual allotments.

B. Sick Leave may be accrued from year to year in accordance with the following:

Employees with ten (10) month appointments 165 days maximum accrual Employees with twelve (12) month appointments 190 days maximum accrual

C. Up to fifteen (15) days of current and/or accumulated sick leave a year may be used in the event of death or illness within the immediate family. "Immediate family" is understood to mean: husband, wife, son, daughter, father, mother, foster parents, brother or sister. Use of sick leave in the event of death or illness not within the immediate family will be considered on an individual basis.

D. Sick leave may be used in units of one (1) hour. Validation of sick leave usage, including disability arising out of pregnancy, may be requested in the form of a physician's certificate. In the case of pregnancy, the period of temporary disability caused by or contributed to by childbirth or the recovery therefrom may be charged to sick leave. In cases of scheduled medical or dental appointments, sick leave may be used in units of one-half (1/2) hour.

E. Upon exhaustion of all sick and personal leave accumulations and upon the submission of a physician's verification of total disability, employees shall be entitled to extended sick leave at half-salary equal to one pay period for each year of full-time employment at the College.

F. Except in emergencies, employees are required to notify their immediate supervisor of their sick leave absence within two (2) hours of the start of their work day.

Personal Leave.

A. Employees are annually entitled to three (3) days (22.5 hours) of personal leave without loss of pay for urgent personal business which cannot be deferred, for the observance of religious holidays, or the observance of legal or public holidays not addressed in ARTICLE XVIII. Based on the foregoing, personal leave is, generally, not taken in conjunction with either vacation leave or holidays. Persons coming into the employ of the College after the start of the fiscal year (September 1) will be granted the pro rata share of the personal leave allotment based on the effective date of their appointment and the end of the fiscal year (August 31).

B. Personal leave requests nust be approved by an employee's immediate supervisor and, except in emergency situations, requests must be submitted in advance on the forms provided for this purpose. When personal leave must be taken due to an emergency situation, employees shall report their absence or intended absence to their immediate supervisor or his/her designee at the first possible opportunity. Each instance of personal leave must be reported on the next attendance report.

C. Personal leave nay not be taken in units of less than one-half (1/2) hour.

D. At the expiration of the fiscal year, those employees who have not exhausted their personal leave days shall have such unused leave converted to sick leave and added to their sick leave accruals to the maximum allowed.

Sabbatical Leave.

A. Sabbatical leaves of absence may be granted to bargaining unit personnel upon application to the President of the College and approved by the College's Board of Trustees. The total number of sabbatical leaves granted shall be subject to budget limitations and guidelines established by the College's Board of Trustees.

B. Non-teaching professional personnel become eligible for sabbatical leave after the completion of six (6) years of service at the College. Application for a sabbatical leave may be filed during the sixth (6th) or subsequent year of employment, to be effective for the seventh (7th) or subsequent year of employment. At the option of the employee, the sabbatical leave request may be for one (1) or two (2) academic semesters at full salary. Alternative leave durations not exceeding two (2) academic semesters and alternative compensation patterns not exceeding full salary, may be proposed by an employee requesting a sabbatical where the purposes and objectives of the sabbatical are not consistent with the traditional duration of an academic semester (16 weeks). The salary so paid shall not be reduced by any grant or fellowship received by the employee.

C. Sabbatical leave recipients and the terms of their remuneration shall be determined by the Board of Trustees. Applications for leave must be made in writing to the President of the College with a copy to the employee's immediate supervisor and to the Sabbatical Leave Committee by January 31 of the year preceding the academic year in which the leave is to be taken. As part of the application for sabbatical leave employees shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the courses to be pursued and their relationship to the applicant's professional position. Application for leaves for professional or educational experience must state the specific education objective and the direct relationship to the applicant's field of endeavor. Applications should be endorsed by the employee's immediate supervisor with the recommendations and reasons therefor at the time the application is submitted. Any member of the non-teaching professional staff on sabbatical leave remains an employee of the College and his/her salary will be subject to the normal deductions for Social Security, income tax, health insurance and other deductions. Upon return from sabbatical leave, the employee will be restored to the position held prior to the sabbatical leave or to a compatible position, one equal to that had he/she been in regular attendance at the College during the period of the sabbatical leave.

D. There shall exist a Sabbatical Leave Committee composed of five (5) employees of the College appointed by the President of the College, two (2) of whom shall be bargaining unit members. The Committee shall review each application; rate each as to merit; list the same in priority order and forward its recommendations to the Office of the President of the College. An applicant may not be a member of the Committee.

E. Following a sabbatical leave, at employee is expected to return and complete full-time service Co the College in the ratio of twice the actual time granted on a fully paid sabbatical. For example, a one-semester fully paid sabbatical shall require a return service commitment of thirty-two (32) weeks; a ten (10) week, one-half (1/2) paid sabbatical, shall require a return service commitment of ten (10) weeks. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of

salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

F. Within forty (40) working days of return from sabbatical leave an employee shall make a detailed report to the President of the College covering his/her sabbatical activities and accomplishments.

Unpaid Leave.

A. A leave of absence of up to one (1) year may be granted upon application provided such application is made one (1) semester in advance of the date the leave is scheduled Co begin and that such leave is concurrent with the College's academic year or, in the case of child care leave, five (5) months in advance of the date the leave is scheduled to begin. Applications made in variance with this policy will be granted at the discretion of the College.

B. Leaves covered by this policy include those directly related to professional development, such as advanced study, exchange teaching or other employment; those which allow for a tern in a professional or political office; and those for child care. Employees granted unpaid leaves of absence as defined by this policy statement will, upon return to active employment status, receive a salary equal to chat which they would have received had they worked at the College during such period.

Accrual Statement. On March 1 and August 31 bargaining unit members will receive a statement showing their accruals or balances in all appropriate leave categories.

Bereavement Leave.

Bargaining unit members will be granted up to four (4) consecutive working days without loss of pay in the event of a death in the employee's immediate family. (For the purposes hereof "immediate family" shall be: spouse, child, grandchild, foster/step-child, parent, grandparent, brother, sister, mother-in-law, father-in-law, or blood relative residing in the employee's household.) The first day of such leave shall be the first work day immediately subsequent to the death of the family member.

ARTICLE XX
INSURANCE

A. Continuation of Current Benefits.

For the term of this agreement the College will continue in effect all existing insurance programs at the benefit levels presently in effect for those bargaining unit members who qualify under such programs and who participate therein. Effective with the first pay period subsequent to the ratification of this agreement, the cost of any preraim increase(s) in the dependency coverage portion of the health insurance program shall be borne equally by the College and the bargaining unit member. If, however, the College effects a savings in the total cost of the health insurance program covering bargaining unit personnel, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of the dependency coverage as described herein.

B. In the event of a change of health insurance carriers or the election by the College to self-insure any one or more of the coverages provided, such change shall be made only after thirty

(30) calendar days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal Co or better than the benefits provided by the coverage in effect at the time of such change.

C. Effective 1 January 1992, the Prescription Drug Co-Pay provision shall be One Dollar ($1.00) for a generic drug prescription and Six Dollars ($6.00) for a brand name drug prescription, except where a prescribed drug has no generic drug alternative, in which case the co-payment shall be Three Dollars ($3.00). The Major Medical deductible shall be One-Hundred Dollars ($100) per individual and Three-Hundred Dollars ($300) per family.

D. College Contribution to Premium Cost of Health Insurance.

1. The College shall contribute the dollar equivalent of one-hundred percent (100%) of the premium cost of individual health insurance coverage and 74.55% of the premium cost **of** the dependent health insurance coverage for all eligible employees who elect such coverage (this percentage contribution is effective January 1, 1992 and, subject to change, in accord with ARTICLE XX, A. - see attached example contained in Addendum D).

2. Employees, employed as of and subsequent to 1 January 1986 shall contribute twenty-five percent (25%) toward the total premium cost of their health insurance (individual and dependent coverage) for the first three (3) years of their employment, following which the provisions of paragraph 1. above shall apply.

E. Premium Contributions, Capital Community Health Plan.

Those employees who elect health insurance coverage as provided by the Capital Community Health Plan (a federally qualified HMO) will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

F. Health Insurance Waiver.

Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the College Health Insurance Program and may provide for his/her own health insurance. The College will place $20 ($50 effective 1 January 1992) in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect Co resume coverage the first of the month next following a minimum of three (3) business days notice.

G. The College and Association agree to support through a joint Health Insurance Committee the introduction of non-equivalent, less costly health insurance options for implementation by 1 September 1994 (See Addendum E).

ARTICLE XXI
MISCELLANEOUS

Validation of Attendance. On a bi-weekly basis, bargaining unit members will complete and submit to their immediate supervisor the attendance verification form prescribed by the College. The submission of this record, approved by the employee's immediate supervisor,

will provide the College with the authority to issue regular salary checks.

Annual Salary Agreement.

A. Every bargaining unit member shall receive an annual salary agreement, consistent herewith, setting forth his/her employ ment title, appointment status, and salary .

B. Salary agreements shall be signed and returned to each bargaining unit member within thirty (30) calendar days subsequent to receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the bargaining unit member; failure to do so shall constitute a resignation.

Salary Installments. The salary as stipulated on the salary agreement of each bargaining unit member shall be paid on a bi-weekly basis in twenty-six (26) or twenty-seven (27) approximately equal installments depending upon the number of pay periods contained in the fiscal year.

Professional Freedom. The non-teaching professional employee is entitled to freedom in the discharge of his professional responsibilities, but should be careful not to introduce into his work controversial matters which have no bearing on his employment responsibilities.

Personnel Files.

A. The Employer shall maintain a personnel file for each bargaining unit member. Such file shall contain records pertinent to the bargaining unit member's employ ment with the Employer and shall be located in the Office of the Vice President for Administration or in such other location as the College shall determine, with notice to the Association.

B. Bargaining unit members may review their personnel files in the presence of the Vice President for Administration, or his/her designee, upon two (2) days advance notice and shall have the right to place in their file a response to any thing contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, by operation of law, that such material is invalid.

Interruption of College Operations.

Periodically, due to extreme weather conditions or other emergencies, it will be necessary for the College to cancel classes or to cease operations completely . When such situations develop, the College will have two codes. They are:

1. CLASSES ARE CANCELED - this means that students and faculty should not report to the campus. All non-teaching professional personnel are expected to report for work.

2. COLLEGE IS CLOSED - all employees are excused from work except members of the security force and those personnel designated by the President to maintain or restore college operations.

Area radio stations (WTRY, WROW, WPTR, WGY, WOKO, WFLY) will be notified of the decision to either cancel classes or that the College is closed. Be aware that radio stations most often group school announcements and might misrepresent the President's intent. It is,

therefore, suggested that all administrative personnel call the College security office (270-7210) where they will receive the exact information. Misunderstanding of the announced radio message will not be considered excused leave and such time taken will be chargeable to leave accruals.

When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be sent to all offices on campus by either telephone or messenger.

When the College is forced to close for a portion of a day or for an entire day, employee time off shall be recorded as "Administrative Leave" (AL); such leave is not charged against leave category. However, should the College remain closed for more than one day, or be designated to close for a specific period of time longer than one day, employees not directed to work will have to charge the time not worked, at the option of the employee, to their annual personal leave allotment, to current or future vacation, or may take the time as leave without pay. Employees electing the latter option, leave without pay, will be taken off the payroll for the emergency closing period and, therefore, may file for unemployment compensation benefits. An employee, however, may not be paid for the same period of time by the College and through unemployment compensation.

If classes are canceled and an employee chooses not to report for work, time missed in such circumstances will be charged to personal or annual leave.

Labor-Management Committee. There shall exist a labor-management committee composed of the President of the Association and three bargaining unit members appointed by the President of the Association, the Vice President for Administration and one member appointed by the Vice President for Administration which shall meet at the request of either the President of the Association or the Vice President for Administration as the interests of the Association or of the College may require for the purposes of considering non-contractual matters of mutual concern.

ARTICLE XXII
ECONOMIC ADJUSTMENTS

Matters relating to base salary increases and other economic considerations during the term of this agreement shall be as set forth in Addendum A annexed.

ARTICLE XXIII
GRIEVANCE PROCEDURE

The grievance/arbitration procedure shall be as set forth in Addendum B annexed.

ARTICLE XXIV
TERM

This Agreement shall be effective 1 September 1997 and remain in full force and effect until 31 August 2000, and from year to year (1 September -31 August) thereafter, unless either party shall notify the other, in writing, of a desire to modify, amend or terminate the same on or prior to 1 January 2000 or 1 January of any subsequent year. Unless expressly stated to the contrary, all terms and conditions herein contained shall become effective 1 September 1997.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner following:

HUDSON VALLEY COMMUNITY COLLEGE

BY: _____
President

HUDSON VALLEY COMMUNITY COLLEGE

BY: _____
Chairman of the Board of Trustees

COUNTY OF RENSSELAER

BY: _____
County Executive

APPROVED AS TO FORM

BY: _____
County Attorney

APPROVED AS TO BUDGET AND RESEARCH

HUDSON VALLEY COMMUNITY COLLEGE
NON-TEACHING PROFESSIONAL ORGANIZATION, NEA/NY

BY: _____
President

ADDENDUM A
ECONOMIC ADJUSTMENTS

Salary Adjustment.

Effective 1 September 1997, the 1996/97 base salaries of returning employees shall be increased by three and one-half percent (3.5%)thereof.

Effective 1 September 1998, the 1997/98 base salaries of returning employees shall be increased by three and one-half percent (3.5%) thereof.

Effective 1 September 1999, the 1998/99 base salaries of returning employees shall be increased by three percent (3%) thereof. Effective 1 January 2000, the 1998/99 base salaries of those unit members who were employed and received the three percent (3%) increase on 1 September 1999, will increase again by three-quarters of one percent (.0075%) thereof.

Longevity Compensation.

Effective 1 September 1994, employees with the following years of full-time service at the College shall receive base salary longevity compensation as indicated:

Longevity compensation will be open for re-negotiation effective 1 September 1999.

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Merit Service Compensation.

Effective 1 September 1994, employees with ten (10) years continuous service with the College whose two (2) immediately previous evaluations were at or beyond "Wholly Satisfactory" which constitutes the supervisor's (evaluator's) recommendation of entitlement to Merit Service Compensation shall receive Merit Service Compensation of $278 added to base salary. Employees with fifteen (15) years continuous service, subject to the same pre-conditions, shall receive $557. Employees with twenty (20) years continuous service, subject to the same pre-conditions, shall receive $835.

In the event that an employee fails to qualify for Merit Service Compensation at ten (10) , fifteen (15) or twenty (20) years of service, such employee shall nevertheless be eligible therefor in subsequent years, between eligibility intervals, subject to the same pre-conditions.

Merit Awards.

Effective 1991/92 and each year thereafter during the term Of this Agreement, the College may, in its sole discretion, grant base salary adjustment merit awards.

In 1991/92, the College shall grant merit awards equal to one (1) percent of the unit member's 1990/91 annual salary. Unit members eligible for such merit awards are defined as those unit members employed as of 5/17/91.

While the contractual commitment to merit awards for 1991/92 is as defined above and there exists no contractual requirement for a specific financial commitment to merit awards during 1992/93 or 1993/94, the College may, in its sole discretion, grant such base salary adjustment merit awards in excess of the contractually established requirements.

Merit awards recommended by the President require Trustee review and determination with such Trustee determinations to be made no later than May 31.

ADDENDUM B
GRIEVANCE PROCEDURE

Definitions.

A "**Grievance**" is a claim by any party hereto, a bargaining unit member or a group of bargaining unit members alleging a violation, misinterpretation or misapplication of this Agreement.

Association shall mean Hudson Valley Community College Non-Teaching Professional Association.

Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean the Association and/or party named in a grievance who is not the aggrieved party .

Grievance Committee is the committee created and constituted by the Hudson Valley

Community College Non-Teaching Professional Association.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Immediate Supervisor shall mean the next higher level of authority above the aggrieved in the department wherein the alleged grievance occurred.

Time Limits shall mean the number of day s for processing grievances. Days shall mean work days on which the College is scheduled to be in operation.

Decisions shall mean the ruling, determination, report, or disposition made at any step of the procedure.

General Provisions

1. Except as provided for at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, the specific provision(s) and/or section(s) of the Agreement that are alleged to have been violated, and the redress sought bf the aggrieved party.

2. Except decisions made in association with part I of the informal stage, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and to the parties hereto. Failure at any stage of the grievance procedure to communicate a decision co the aggrieved party, his/her representative and/or the NTP Association within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within five (5) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.

3. The time limits specified herein may be extended only by mutual agreement.

4. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance shall be deemed to be abandoned by the grievant.

5. Except at the informal stage (Stage 1) of the grievance procedure, the aggrieved and/or the representative of the aggrieved and the College shall have the right at all stages of the grievance procedure to provide testimony on their behalf and to cross-examine all witnesses and to call witnesses on their own behalf and be furnished with a copy of the minutes or transcript of the proceedings, if any.

6. All documents, communications and records dealing with the processing of a grievance shall be filed in the office of the Vice President for Administration separately from the personnel file(s) of the aggrieved parties and parties in interest.

7. The NTP Association may not file a grievance on behalf of a bargaining unit member or bargaining unit members without the consent of said bargaining unit member or bargaining unit members.

Representation

1. Representation at any step of the grievance shall be limited to the NTP Association or any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.

2. The NTP Association shall provide the College with the name of the individual who is to be provided wish a copy of all grievance decisions.

3. The College shall give the grievant or his/her representative and the Association Grievance Committee at. least five (5) days advanced notice as Co the daces and locations for all grievance hearings and/or meetings associated therewith.

4. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case nay be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by such hearing officer.

Stages of the Grievance Procedure

1. STAGE ONE - INFORMAL

a. Nothing contained herein will be constituted as limiting the right of any member having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its views of the grievance.

b. A grievance must be presented to the bargaining unit member's immediate supervisor within fifteen (15) days after the alleged grievance occurred or became known.

c. A bargaining unit member having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally.

d. If the grievance is not resolved informally within five (5) days of its submission to the supervisor it shall, within seven (7) days of submission to the supervisor, be reduced to writing and presented to the supervisor. Within five (5) days after the written grievance has been presented to him/her the appropriate supervisor shall render a decision thereon in writing.

2. STAGE TWO - PRESIDENT OF THE COLLEGE

If the aggrieved party is not satisfied with the written decision rendered by the supervisor at the conclusion of stage one and wishes to proceed further under this grievance procedure, he/she shall within fifteen (15) days of the receipt of the decision at stage one file a written appeal of the decision with the President of the College. Copies of such decision rendered at stage one shall be submitted with such appeal. The President shall render a decision within fifteen (15) days of receipt of the appeal.

3. STAGE THREE - BINDING ARBITRATION

a. If the Association is not satisfied with the decision at Stage 2 and the Association determines chat the grievance is meritorious and the grievance concerns an alleged violation, misinterpretation, misapplication or inequitable application of specified terms and conditions of this Agreement, except matters involving academic judgment, the Grievance Committee of the Association may submit the grievance to Arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 2.

b. Within five (5) working days after such written notice of submission to arbitration, a request for a list of arbitrators will be sent to the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) working days from the date of the close of the hearing. The arbitrator's decision will be in writing and will see forth his findings of fact, reasoning and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have the power or authority to make a decision except a decision which concerns a violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement, excepting matters involving academic judgment.

e. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments.

In matters in which the College asserts that the arbitrator may not substitute his or her judgment for the academic judgment of persons charged with the responsibility of making such judgment, the arbitrator shall hear that issue as a threshold question.

If the arbitrator finds chat he may not substitute his judgment, the grievance shall be dismissed.

If the arbitrator finds that he has jurisdiction to hear the merits of the case, the parties shall proceed on the merits of the grievance.

f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the College and the Association.

ADDENDUM C
FUNCTION AREAS

LRC	A. Senior Media Specialist Media Specialist
LRC	B. Associate Director Learning Resources (1)
Physical Plant	A. Assistant Director, Physical Plant B. Operations Assistant of Physical Plant
Business	A. Assistant for Financial Analysis (3) Assistant Financial Aid Officer
Business	B. Assistant Director of Business Services Assistant for Financial Analysis
Business	C. Technical Assistant, Financial Aid
Central Services	A. Assistant for Financial Analysis
Central Services	B. Coordinator of Graphics Design/Art Services
Computing	A.* Computer Programmer Analyst (2) Senior Computer Programmer Analyst Data Base Analyst
Computing	B.* Systems Engineer Technical Assistant, Computer Services
Computing	C. Associate Director of Microcomputer Services
Computing	D. Associate Director of Computer Services
Computing	E. Information Technology and Networking Coordinator Data Communications Technician
	F. Coordinator of Computer Services and Operations
	G. Technical Assistant, Electronic Communications
	H. Technical Assistant, Microcomputer Services (2)
	I. Coordinator, Instructional Technology Transfer Center
	J. Technical Assistant, Computer User Support Services
	K. Supervisor of Microcomputer Services
	L. Microcomputer Specialist
	M. Systems Administrator, Computer User Support Services

N. Coordinator of Media Services

A. Coordinator, Technical Services

B. Associate Director, Physician's Assistant Program

C. Technical Assistant/Physics

D. Technical Assistant/Dental Hygiene

E. Scheduling Officer

F. Technical Assistant, Scheduling

J. Coordinator, Career Access Programs

K. Manufacturing Engineer

G. Assistant Director of Continuing Education (2)

L. Employment Readiness Specialist

M. Assistant Coordinator of Cultural Activities

N. Technical Assistant, Automotive

0. Technical Assistant, Instructional Development

P. Coordinator of Technical/Professional Training

Q. Technical Assistant, Educational Support Services

R. Associate Director of Continuing Education and Scheduling

A. Senior Counselor Counselor Associate Director/Student Development

B. Senior Admissions Counselor (2) Admissions Counselor Recruiter Admissions/Financial Aid Counselor

C. Director of Career Planning and Placement Director of Cooperative Education

D. Counselor of Veterans' Affairs

E. Coordinator of Services for Disabled StudentServices

F. Coordinator of Student Activities

G. Coordinator of Opportunity Programs

H. Assistant Coordinator, Opportunity Programs

I. College Nurse

J. Associate Financial Aid Officer

J. Associate Financial Aid Officer

K. Referral Intervention Specialist

L. Assistant Registrar for Records and Certification

M. Associate Registrar

N. Technical Assistant, Career Planning and Placement

0. Technical Assistant, Disabled Student Services

P. Financial Aid Officer

Q. ' Assistant to the Coordinator of Disabled Student Services

A. Director of Development/Fund Raiser

B. Assistant Director, Community Relations/Sports Information

C. Assistant Coordinator of Corporate Programs

D. Assistant to Director for Alumni Affairs

A. Assistant to General Manager, Edward F.
McDonough Health, Physical Education and Recreation Complex

* If a common computer vendor and operating system environment is developed at some future date, function areas A and B shall be re-opened for negotiations as to whether consolidation of these areas is feasible.

ADDENDUM D

The following calculations should serve to illustrate how the percent contribution changes with premium increases pursuant to Article XX, A.

In 1991, the percent contribution by the employer was 75.33%:

$269.17/month employer contribution $357.33/month total premium

$269.17/$357.33 = 75.328% In 1991, the cost of dependent coverage was $213.66/month:
$357.33 total monthly premium. Family - 143.67 total monthly premium. Individual
$213.66 total monthly dependent cost

In 1992, the cost of dependent coverage was $250.17/month:
$418.20 total monthly premium. Family - 168.03 total monthly premium. Individual
$250.17 total monthly dependent cost

The increase in dependent cost in 1992 was $36.51 ($250.17 - $213.66) which, when split equally, adds $18.26 to the 1991 employee contribution of $88.16 ($357.33 - $269.17) for a 1992 employee contribution of $106.42. The employer share for 1992 is thus $311.78 ($418.20 - $106.42).

In 1992, then, the percent contribution by the employer was 74.55%:

$311.78/month employer contribution $418.20/month total premium

$311.78/$418.20 = 74.553%

In general, the contractual percentage serves solely as a starting point. In all subsequent contract years, the actual percentage is a function of premium increase.

Figures from Blue Shield, NENY Family coverage

ADDENDUM E
HEALTH INSURANCE COMMITTEE

The parties mutually agree to support the introduction of non-equivalent, less costly health insurance options for implementation by September 1, 1994. This objective shall be accomplished as follows:
A) The Association and College shall each name three (3) members to a joint Alternative Health Insurance Program Committee to review less costly, non-equivalent options to current health insurance plans and shall recommend such options Co the President of the College by February 1, 1994 for the President's final decision on what options to make available.

B) The College/Unit Member share of total premium costs for any new options shall be at the College/Employee contribution percentage effective September 1, 1994 for current health insurance plans.

C) No current or new unit member shall have any obligation of changing Co or electing coverage in any new health insurance options that become available September 1, 1994.

D) All changes to an elected option shall occur only during the open period as declared by the College.

E) In the absence of a Committee majority recommendation to the President for alternative health insurance options by February 1, 1994, the options reviewed by the Committee shall be forwarded to the President for a final selection decision as to which options will be offered by September 1, 1994.